

July 18, 2014

WILLIAM T SUITOR

[REDACTED]  
YOUNGSTOWN, NY 14174

Re: LOAN NUMBER: [REDACTED]

Property Address: [REDACTED]

Dear Customer:

Enclosed is a proposed agreement to modify your loan. This Modification Agreement will not be binding or effective until both you and HSBC BANK USA, N.A. have signed it. Please complete the following steps to sign and return your loan modification no later than **July 31, 2014**.

I am sending this letter in reference to your application for assistance with the above mortgage. We are committed to working with our borrowers who may be experiencing financial difficulties. As part of this commitment, I am pleased to be your designated Case Manager. I am your single point of contact throughout the review process to determine whether you are eligible for any Homeowners Assistance Programs. As part of this process, I am interacting with various departments working on your file and can assist you in answering any of your questions about your account.

Please contact Robert Mulcahy with questions that you may have specific to your account or this letter. The contact number is 800-750-2518, extension 88823 and the email address is Robert.Mulcahy@mortgagefamily.com.

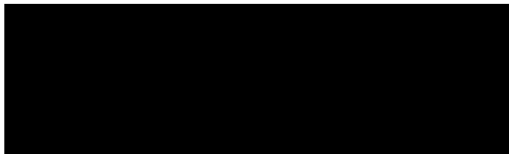
**\*\*Steps to complete the modification process\*\***

1. All borrowers must sign in BLACK ink only the two (2) original copies of the enclosed documents. All signatures must be completed in the presence of a Notary Public and witness. The duplicate copy is for your records. The two (2) original copies must be returned to the address listed below.
2. The contribution amount of \$0.00 MUST be in the form of CERTIFIED FUNDS. Mailing non-certified funds may result in the cancellation and rejection of the loan modification proposal.
3. Return the documents and contribution to the following address:

Mortgage Service Center  
300 Prince George's Blvd Suite 101  
Upper Marlboro, MD 20774

Please allow 30 to 45 days for the Loan Modification process to be completed. You will receive a new coupon book after the Loan Modification is processed.

NOTE: If applicable, your total mortgage payment may change due to changes in your escrow account.



Upon the Modification Agreement becoming binding and effective, the mortgage will be modified to reflect the following terms:

**\*\*LOAN MODIFICATION\*\***

Unpaid Principal Balance	\$77,157.30
Modification Note Rate	4.625%
Date Note Rate is Effective	August 1, 2014
First Modification Payment Due	September 1, 2014

The Modified payment breakdown:	
Principal & Interest	\$396.70
Escrow	\$252.54
New Monthly Payment	\$649.24

The following is a breakdown of the Loan Modification.

**\*\*MODIFICATION TRANSACTION COSTS DUE\*\***

Processing Fee	\$0.00
Recording Fee	\$0.00
Escrow Advance and/or Setup	\$4,458.05
Late Charges, NSF and/or Other Fees	\$0.00
Attorney Fees/costs, if applicable	\$1,748.00
Recoverable Advances, if applicable	\$3,767.59
Accrued Interest, if applicable	\$5,547.24
First Modified payment, if applicable	\$649.24
Misc	\$

Total contribution amount	\$0.00
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The total amount added to your loan is	\$15,520.88
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In the event that the modification transaction costs above are less than indicated, any additional amount paid will be applied to reduce the unpaid principal balance of your loan.

**Notice – If your request for assistance is approved, your acceptance of a loan modification, partial or complete lien forgiveness, short sale or deed in lieu may have consequences with respect to federal, state, or local tax liability, as well as eligibility for public assistance benefits. HSBC BANK USA, N.A. cannot advise you on the tax consequences or the effect on public assistance benefits. We encourage you to consult with a qualified individual or organization about the possible tax and/or other consequences resulting from a loan modification, partial or complete lien release, short sale or deed in lieu.**

We look forward to receiving all of the required documents and funds prior to the deadline noted above. Thank you for your cooperation.

If you have any questions, regarding the Loan Modification documents or the process in general, please call 1-800-750-2518.

Sincerely,

Rep Name: SARA M MUSCOREIL  
NMLS#: 2726  
Mortgage Service Center

After Recording Return To:  
Mortgage Services  
PO Box 5449  
Mount Laurel, NJ 08054  
Return to Phone: 877-766-8244

This Document Prepared By:  
PHH Mortgage Corporation  
PO Box 5449  
Mount Laurel, NJ 08054  
CHARLTON STANTON, SPECIALIST

Parcel ID Number:  
29340105900600010190000000

Current UPB: \$61,636.42  
New UPB: \$77,157.30  
New Money: \$15,520.88

Section: \_\_\_\_\_, Block: \_\_\_\_\_,  
Lot: \_\_\_\_\_

\_\_\_\_\_[Space Above This Line For Recording Data]

Original Recording Date: November 08, 2004  
Original Loan Amount: \$70,483.00  
Original Lender Name: HSBC MORTGAGE  
CORPORATION (USA)  
New Money: \$15,520.88

Prepared Date: July 18, 2014

## LOAN MODIFICATION AGREEMENT

This property is or will be improved by a one or two family dwelling only.

This Loan Modification Agreement ("Agreement"), made this 18th day of July, 2014, between WILLIAM T SUITOR AND JENNIFER R SUITOR whose address is P.O.BOX 244, YOUNGSTOWN, NY 14174 ("Borrower") and HSBC BANK USA, N.A. which is organized and existing under the laws of New Jersey, and whose address is \_\_\_\_\_ ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated November 08, 2004 and recorded in Book/Liber 4984, Page 503, Instrument No: 2008708, of the

Official Records (Name of Records) of Niagara County, NY (County and State, or other Jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

212 ELLIOTT STREET, PORTER, NY 14174,

(Property Address)

the real property described being set forth as follows:

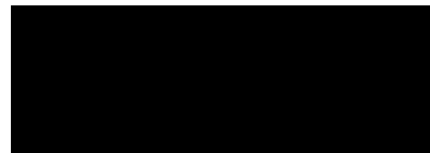
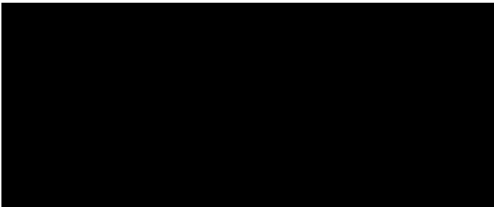
See Exhibit "A" attached hereto and made a part hereof;

ASSIGNMENT FROM HSBC MORTGAGE CORPORATION(USA) TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR HSBC BANK USA, N.A. -Rec: 10/27/2011 INSTR# 2011-18618. ASSIGNMENT FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR HSBC BANK USA, N.A. TO HSBC BANK USA, N.A. -REC: 01/11/2013 INSTR# 2013-00701

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of August 1, 2014, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$77,157.30, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of \$5,547.24 and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.625%, from August 1, 2014. Borrower promises to make monthly payments of principal and interest of U.S. \$396.70, beginning on the 1st day of September, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2044 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

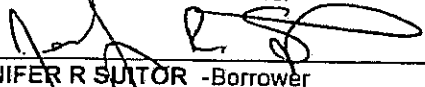
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay



these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
8. This Agreement modifies an obligation secured by an existing security instrument recorded in Niagara County, NY, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$61,636.42. The principal balance secured by the existing security instrument as a result of this Agreement is \$77,157.30, which amount represents the excess of the unpaid principal balance of this original obligation.

  
\_\_\_\_\_  
WILLIAM T SUTOR -Borrower (Seal)

  
\_\_\_\_\_  
JENNIFER R SUTOR -Borrower (Seal)

\_\_\_\_\_  
[Space Below This Line For Acknowledgments]

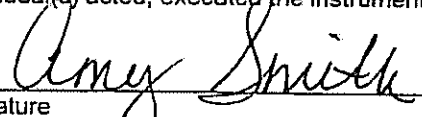
State of New York

County of Niagara

On the 29<sup>th</sup> day of August in the year 2014

before me, the undersigned, Amy Smith Notary Public, personally appeared  
(please print name)

WILLIAM T SUTOR AND JENNIFER R SUTOR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Signature

716-754-1925  
Office

AMY SMITH  
Notary Public, State of New York  
Appointed in Niagara County  
My Commission Expires Nov. 8, 2017

My commission expires : Nov. 8, 2017

Origination Company: HSBC BANK USA, N.A.  
NMLSR ID: 2726

HSBC BANK USA, N.A.

By: [Signature] (Seal) - LenderName: Andrea Kanopka

Title: VICE PRESIDENT AND ASSISTANT SECRETARY of the Residential Mortgage Loan Administrative Services Division of HSBC Bank USA, N.A.

9-18-14  
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 9/18, 2014, before me, REBECCA SEAMAN  
(please print name)

a Notary Public in and for said State, personally appeared

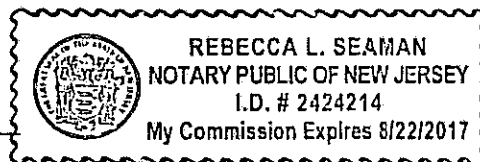
Andrea Kanopka

\_\_\_\_\_ of the  
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the  
Individual whose name is subscribed to the within instrument and acknowledged to me that they executed  
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon  
behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

Notary Public of New Jersey

My Commission expires: \_\_\_\_\_



**AFFIDAVIT UNDER SECTION 255 OF THE NEW YORK STATE LAW**  
**(Modification Agreement)**

State of NY  
 County of Niagara

I, \_\_\_\_\_, being duly sworn, deposes and says;

1. That he/she is the agent for the owner and holder of the hereinafter described mortgage, and is familiar with the facts set forth herein.

2. A certain mortgage bearing the date of November 08, 2004, in the principal amount of SEVENTY THOUSAND FOUR HUNDRED EIGHTY THREE AND NO/100 (\$70,483.00) was made by WILLIAM T SUITOR AND JENNIFER R SUITOR as Mortgagor to HSBC MORTGAGE CORPORATION (USA) as original Mortgagee, recorded on November 8, 2004, in Book/Liber 4984, Page 503, Instrument No: 2008708, Mortgage tax paid \$ \_\_\_\_\_, in the Niagara County Clerk's Office, upon which the mortgage tax was duly paid thereon.

3. The instrument offered for recording herewith is a Modification made by WILLIAM T SUITOR AND JENNIFER R SUITOR to HSBC BANK USA, N.A. effective August 1, 2014, and to be recorded in the Niagara County Clerk's Office.

4. The instrument offered for recording modifies and does not create or secure any new or further lien, indebtedness or obligation other than the principal indebtedness or obligation secured by or which under any contingency may be secured by the recorded mortgage hereinabove first described with the exception of the following amount:

- |  |             |
|--|-------------|
| a) Unpaid principal balance                              | \$61,636.42 |
| b) New unpaid principal balance                          | \$77,157.30 |
| c) b minus a equals (New Money)                          | \$15,520.88 |
| d) Additional obligation secured by mortgage as modified |             |

Additional mortgage recording tax of \$ \_\_\_\_\_ is therefore being paid on this Modification on the sum set forth in 4c.

That Exemption from further tax is CLAIMED under Section 255 of the Tax Law.  
 HSBC BANK USA, N.A.

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_